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COMPTROLLER GENERAL OF THE UNITED STATES
WASHINGTON, D.C. 20548

No 109
me

B-175890

September 26, 1973

Technical Sergeant Charles E. Amsden
Route 1
Rio, Wisconsin 53960

Dear Sergeant Amsden:

Further reference is made to your wife's letter dated April 13, 1972, with enclosures, requesting review of the settlement by our Transportation and Claims Division, dated March 17, 1972, which denied your claim for reimbursement for shipment of your household goods from Brookston, Minnesota, to Government leased housing at Duluth, Minnesota, during the period October 5 to 19, 1970.

In your claim you stated that on October 5, 1970, you were assigned leased housing at 1301 Minnesota Avenue, Duluth, Minnesota. At this time you had been residing at Star Route, Brookston, Minnesota, incident to your duty assignment at Duluth International Airport on August 8, 1969. Apparently, because of a strike by employees of local movers, you moved your household goods from Brookston to Duluth during the period October 5 to 12, 1970, utilizing your own vehicle and trailer. As your moving expenses you claimed the labor expenses of your wife and of yourself in assisting in the move (\$102.73), rental expenses on your prior quarters which were vacated incident to your move, \$51.93, repair of your trailer hitch, \$20.00, and gas expense of \$24.31, for a total of \$199.02.

In support of your claim for reimbursement of moving expenses, you submitted Special Order TA-139, Headquarters, 4787 Air Base Group (ADC), Duluth International Airport, dated October 21, 1970, confirming a verbal order of the commander on October 19, 1970, authorizing you to transport your household goods from Brookston to Duluth. Also submitted was a memorandum dated October 30, 1970, from the traffic management officer stating that due to a local household goods carrier labor dispute, that office was unable to arrange for movement of your household goods from Brookston to Duluth, and authorizing you to personally arrange for this movement and file claim for reimbursement of the actual cost involved. Your claim was denied on the basis that no orders were of record directing your move into Government quarters.

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In her letter Mrs. Amaden wrote:

"Perhaps you do not realize the dilemma [sic] that was forced upon Duluth LAR by the local movers strike. Incoming personnel were at a loss to arrange for living quarters as outgoing personnel could not be moved out of the area. Long distance moving vans would not come into Duluth, and only one non-union moving company out of Superior, Wisconsin, would come in to pick up furniture. There was such a back load of people trying to move out of the area that the base transportation office handled a move like ours unconventionally. We were offered a leased house, we accepted and since we told them we would move ourselves, no paperwork was made out until after the move was completed. They just did not have the time to put out any orders before we moved."

On such basis, it is urged that the claim should be paid.

Section 406 of Title 37, United States Code, provides authority for the transportation within certain prescribed limitations of household goods of a member of the uniformed services when the member is ordered to make a permanent change of station. As an exception to the permanent change of station requirement, subsection (e) of section 406 provides that when orders directing a change of permanent station for the member concerned have not been issued, or when they have been issued but cannot be used as authority for the transportation of his household goods, the Secretaries concerned may authorize the movement of the household goods and prescribe transportation in kind, reimbursement therefor, or a monetary allowance in place thereof, as otherwise authorized in that section, in cases involving unusual or emergency circumstances.

Paragraph 118309-2 of the Joint Travel Regulations, promulgated pursuant to 37 U.S.C. 406(e), provides that a member is entitled to any necessary drayage and storage of household goods for involuntary moves which are directed by competent authority on the basis of the requirement of the service concerned incident to the assignment of Government quarters. In connection with the foregoing, paragraph 118500 of the Joint Travel Regulations provides that shipment (including drayage) of household goods ordinarily will be made through a shipping or transportation officer, and a member who personally arranges for the shipment of his household goods by any means, including the direct hire or rental of a conveyance because a shipping or transportation

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officer is not available, or because he is instructed by the shipping or transportation officer to make shipment at personal expense, is entitled to reimbursement of the actual cost of such shipment, exclusive of otherwise specified special routing and services, not to exceed what the cost would have been to the Government if the movement had been made by a shipping or transportation officer.

While your claim was originally disallowed on the basis that required orders for your move into Government leased quarters were not issued in your case, upon reconsideration, we view the authorization by the traffic management office for you to personally arrange for the movement of your household goods, as that office was unable to make such arrangements because of a local household goods labor dispute, as constituting appropriate authority for the movement of your household goods to Duluth on an actual expense basis. Accordingly, settlement will issue to you for the amount found due for gasoline utilized for your vehicle and for repair of a broken trailer hitch used in hauling your household goods.

However, there exists no authority to pay you the amount of \$172.73 claimed for labor performed by you and your wife incident to such move. The regulations governing transportation of household effects do not provide for payment to a member of the uniformed services for time and labor expended by himself or members of his immediate family, their efforts in that regard being viewed as for their own benefit and not reimbursable. See B-159003, May 31, 1966, and B-177515, June 13, 1973, 52 Comp. Gen. _____, copies enclosed.

Also, there is no authority to reimburse you for rent paid for your quarters in Brookston for a period beyond the time you moved since the leasing of private quarters is the personal responsibility of the member, and is not regarded as a transportation expense.

Accordingly, we are instructing our Transportation and Claims Division to issue settlement in your favor on the basis indicated herein.

Sincerely yours,

Paul G. Dembling

For the
Comptroller General
of the United States